



See-Tech Ltd Conditions of Sale

1. DEFINITIONS

"The Seller" - Means SEE-TECH LTD

"The Buyer" - Means the person who buys or has agreed to buy the goods.

"The Goods" - Means the goods specified.

"The Price" - Means the price of the goods and any other specified charges.

"The Contract" - Means the contract between the seller and the buyer for the sale and purchase of the goods.

2. GENERAL

(a) No contract is made with the seller until there has been a written acceptance by the seller of an order.

(b) The terms and conditions herein of the seller shall be solely applicable to the contract.

3. PRICE

The price is based on the current costs at the date of contract. The seller reserves all rights to adjust the price to take account of any financial disadvantage incurred which increase the cost of his goods.

4. PAYMENT

All accounts are strictly nett. Payments must be made within 30 days from the date of the relevant invoice.

5. DELIVERY

(a) All times quoted for delivery are estimates. The seller shall not be liable for failure to deliver within the time quoted.

(b) Delivery of the goods to a carrier for transmission to the delivery address shall constitute delivery to the buyer

and the risk shall pass to the buyer.

Section 32(2) and (3) of the Sale of Goods Act 1893 shall not apply.

(c) If the goods are not received by the buyer within 7 days from the date of the relevant invoice the seller and carrier must be informed immediately.

(d) The seller shall be entitled to make partial deliveries of the contract. The terms and conditions herein being applicable to each partial delivery.

(e) The buyer will be invoiced from the agreed delivery date of the goods. Any deviation from this date may incur a storage charge.

6. OWNERSHIP

(a) The goods will remain the property of the seller until full payment for the goods and any other sums owing have been received by the seller.

(b) Whilst the goods are the property of the seller, the seller shall have the right without prejudice to the obligation of the buyer to purchase the goods, to retake possession of the goods (and for that purpose to go upon any premises occupied presently or previously by the buyer)

7. LIABILITY

The seller shall be under no liability of any kind of whatsoever kind howsoever caused whether due to negligence or wilful default of the seller in connection with the goods. Any implied warranties or conditions of terms are hereby expressly excluded, providing that nothing in this paragraph shall exclude or restrict any liabilities of the seller for death or personal injury resulting from the negligence of the seller.



8. FORCE MAJEURE

The seller shall not be liable for non-performance in whole or in part of its obligations under the contract due or causes beyond the control the seller or the seller's suppliers. The seller may vary, without liability the terms of the contract for a period not exceeding the time lost by events beyond the buyer's control.

9. BREACH AND FINANCIAL CONDITIONS OF BUYER

(a) If any of the Buyer's financial obligations to the seller are not fulfilled, the seller reserves the right to cancel or vary the contract.

(b) If the Buyer cancels or the seller suspends the contract, the buyer shall be required to indemnify the seller on demand against all losses (including loss of profit) costs (including the costs of all labour and materials).

10. INDEMNITY

The buyer shall comply with all the seller's instructions and legislations relating to the use of the goods.

11. INDUSTRIAL PROPERTY RIGHTS

The seller will indemnify the buyer against any claim for infringement of any letters patent or registered design or trademark granted or used within the United Kingdom at the date of the contract by the use or sale of any article as supplied by the seller to the buyer and against normal and reasonable costs, expenses and/or damages (but not special or consequential damages) awarded against the customer in any action for such infringement, provided: -

(a) That this indemnity shall not apply to any infringement which is due to the seller having followed a design or instruction furnished and given by the buyer or to the use of such article or material in a manner or for a purpose not specified by the seller.

(b) That this indemnity shall not extend to any claim in respect of the use or sale of any equipment not supplied by the seller but which includes or is used in combination with any article so supplied.

(c) That this indemnity is conditional on the buyer making no admission in respect of such alleged infringement and giving the seller at the Registered address of the seller the earliest possible notice in writing of any claim being made or action threatened or brought against the buyer and on the buyer giving the seller information and assistance and permitting the buyer at its own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

(d) The sale by the seller of the parts and/or materials covered by this order does not grant to or confer upon buyer or any customer of a buyer, licence, express or implied, under any patent of the seller covering or relating to any combination, machine or process in which said parts and/or materials might be used. The buyer on his part warrants that any design or instructions furnished or given by him shall not be such as will cause the seller to infringe any letters patent, registered design, or trademark in the execution of the buyer's order. The undertaking of the seller to indemnify the buyer shall not be applicable to acts or alleged infringement occurring



subsequent to Notice of such alleged infringement having been given to the buyer, nor shall the seller be required to continue to deliver any article which is the subject of such allegation of infringement. The contract does not grant the buyer of any other third party any licence, expressed or implied under any patent of the seller for any product, process, design or machine of which the goods form part.

12. ASSIGNMENT

The buyer shall not assign or transfer or purport to assign or transfer the contract or the benefit thereof to any other person.

13. OVERDUE ACCOUNTS

The seller reserves the right to charge interest for the term in which the debt is overdue at the then base lending rate of Barclays Bank plc + 4 per cent.

14. PROPER LAW AND JURISDICTION

The contract governed by and constructed in accordance with English Law and the Courts of England shall have jurisdiction to hear all disputes arising in connection with the contract.

15. INSTALLATION AND COMMISSIONING

The buyer will incur additional charges if the seller's site operatives are unable to complete their agreed work scope due to reasons out of the seller's control.